

CONTRACT FOR 2002-2004

BETWEEN

**TOWNSHIP OF EDGEWATER PARK AND
EDGEWATER PARK POLICE
ASSOCIATION**

Revised 3/22/02

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
I. Recognition	1
II. General Rules	2
III. Grievance Procedure	3 & 4
IV. Detailed Plan	5
V. Bereavement Leave	6
VI. Personal Leave	6
VII. Leave of Absence	7
VIII. Rights and Privileges of the Association	8
IX. Workman's Compensation, Safety and Health	9
X. Fringe Benefits	10,10A
XI. Holidays	11
XII. Annual Vacation	12
XIII. Sick Leave	13, 13A
XIV. Supplemental Salary Payments	14
XV. False Arrest and Liability Insurance	15
XVI. Seniority	16
XVII. Termination	17
XVIII. Minimum Man Shift	18
XIX. Salary Consolidation	19
XX. Overtime	20
XXI. Severability and Savings	21
XXII. Fully Bargained Provisions	22
Annex A-Salary Breakdown	23
Annex B-EPPA Membership	24
Signature Page	25

I. RECOGNITION

The employer recognizes the Edgewater Park Police Association as the bargaining agent for the purpose of establishing salaries, wages, hours and other condition of employment for all it's employees listed in Annex A, /salaries, attached hereto, and by reference, made as part of the Agreement. This recognition, however, shall not be interpreted as having the affect of, or in any way abrogating the rights of employees under Laws of 1968, Chapter 303. The Edgewater Park Police Association will hereafter be referred to as the Association. The Employer and the Association retain the right to seek advice and counsel from outside parties for the purposes of negotiation.

II. GENERAL RULES

A. The proposed salary ranges shall be established to all authorized positions, except where positions and salary are set by statute.

B. The minimum rate shall be the hiring rate for each title; employees may be hired in excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.

C. Whenever an employee is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his classification is increased, then his salary shall be adjusted to the minimum of the new range or to his old rate, whichever is higher.

D. Rate of compensation provided for in this Agreement are fixed on the basis of full-time service unless stated otherwise.

E. During term of this Agreement the pay scale will not be reduced unless by mutual agreement of both parties.

F. In order to adequately and safely protect and serve both employees and the public, essential management prerogative must be retained. The rights of management shall include but not limited to: the determination of emergencies; duty assignments; and adjusting of work schedules; disciplinary actions; and demotions, fines, promotions, suspensions, or transfers of employees when management shall so determine. Safe working conditions will be a joint responsibility of management and the Association. A Safety Council may be organized and made up of four (4) members; two (2) from management; and two from the Association.

The provisions of this clause are subject to and superseded by the applicable provisions of New Jersey State Law and Civil Service.

G. The terms and conditions of this Agreement concern, benefit and govern the members of the Edgewater Park Police Association Membership List attached Annex B.

III. GRIEVANCE PROCEDURE

A. General Policy. It is the policy of the Township that every employee at all times be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

B. Grievance shall mean alleged violation of this Agreement or any dispute with respect to this meaning or application.

C. Informal Verbal Grievance - Step I

The employee shall file his grievance or dispute to his immediate supervisor verbally or in writing at the employee's option within twenty-four hours after the occurrence of such grievance or dispute, excluding weekends or holidays. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, of failing that must within that time advise the employee of his inability to do so.

D. Formal Written Grievance - Step 2

1. When an employee has been informed of the supervisor's inability to develop a mutually satisfactory solution to the grievance the employee will have forty-eight (48) consecutive hours excluding weekends or holidays to grieve in writing the immediate supervisor's decision to the Department Head. The grievance should be stated as completely and as clearly as possible, in order to permit handling. One copy of the grievance shall be immediately placed in the hands of the Department Head. The original of the written grievance shall be filed with the Department Head and a copy served upon the immediate supervisor to whom the grievance was verbally made within the afore stipulated time period.

2. The supervisor will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two (2) working days after the receipt of the written grievance the supervisor must present it with the formation required to the Department Head or Administrator.

3. The Township Administrator will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Administrator must be forwarded to the mayor. The governing body will then consider and formally act on the complaint within five (5) days.

IV. DETAILED PLAN

A. Salaries and wages

1. All employees in classification listed in Annex A will receive the salaries and wages set forth within Annex A for the years 2002 thru 2004. Said wages will be paid in accordance with the Salary Ordinance for the respective years.

B. Work Schedules

1. The work schedule will be six (6) eight (8) hour days and than three days off. This will be the standard schedule unless replaced by twelve (12) hour shifts.

2. Work schedules will be posted no less than one (1) month in advance.

3. Changes in schedules will be posted a minimum of two (2) weeks in advance to allow members to rearrange personal activities. The only exception being a minimum of one (1) week notice for school scheduling and as much notice as possible in the event of illness or emergency.

C. Definition of Duties

1. Refer to job title as promulgated by the New Jersey Civil service Commission.

D. Court Pay

All members of the Association shall be entitled to receive time and half for court pay or compensatory time at a rate of time and a half. (2 hr.minimum pay). Such compensation shall be for appearance in court during the year. This two (2) hour minimum pay is regardless of the length of time, five (5) minutes or the total of two (2) hours.

V. **BEREAVEMENT LEAVE**

A. Leave of absence for death in the family shall be in accordance with Edgewater Park Standard Operating Procedures:

1. Members and employees will be allowed the following time off in case of death of father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father in law, mother in law, son in law, daughter in law, from the day of death until the day of burial inclusive.
2. For grandson, uncle, aunt, nephew, niece, brother in law, sister in law, cousin of the first degree, the day of burial only.
3. Exception to this rule may be made when the deceased is buried in another city and the member would be unable to return in time for duty with the leave of absence granted.

VI. **PERSONAL LEAVE**

1. All employees shall receive (4) Personal Days for personal leave which may be taken as requested and approved by the Chief of Police or Public Safety Director.
2. Personal leave shall not be cumulative and payment shall not be given to any employee in lieu of leave.

VII. LEAVE OF ABSENCE

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform the duties and who temporarily desires to engage in a course of study that will increase his usefulness to the employer, or for any reason considered good by the Mayor and the Department Head, may, with approval of the Mayor and the Department Head, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee asking for leave of absence shall submit his or her request in writing to the Department Head, stating starting date, approximate duration and finishing date to return and reason for leave. Upon completion of approved leave of absence, the employee shall be entitled to return to his or her former position. All applications for leave of absence shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by a majority of the Township Committee by formal action.

VIII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. Representatives of the Association shall be permitted to conduct joint Association - Employer business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said employee. The Association may have the use of a meeting room within the municipal building when appropriately scheduled through the Chief of Police/Public Safety Director or his designate.

B. No employee shall be contacted by a Committee member nor shall any employee contact a Committee member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude brief queries inherent with normal operating procedures and for normal conduct of business nor in emergent situations by and between the employee and his immediate supervisor.

C. The employer shall not discriminate on the basis of race, color or national origin or on any other unlawful basis whatsoever under any circumstances.

IX. WORKMAN'S COMPENSATION, SAFETY AND HEALTH

A. Employees disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) month with a total accumulation of one (1) year for any occurrence, under the same terms and conditions set forth under Section IV, except that employees shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such time and under such circumstances as are reasonable, to require a person covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's check will cease unless the employee returns to work. In the event the employee is dissatisfied with the Township physician's opinion, he may, at his cost, seek a second opinion. If said second opinion is a variance with the initial opinion, both the Township and the Association agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise, which is the subject of the employee's medical condition. Said list shall be submitted to the employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the township and the employee shall select and rank in order of preference, three (3) physicians from the list. If only one physician is the same on both lists, said physician shall be selected for the third opinion. If more than one physician is on both lists, the Township is to determine which of the duplicate physician the employee is to consult to obtain a third opinion. If the third opinion supports the employee's contention, the Township shall pay for the third opinion and reimburse the employee for the second opinion; if the third opinion supports the Township physician's contention, then the employee shall pay for the third opinion. The decision of the third physician shall be final and binding on both parties.

B. All safety hazards shall be reported through the proper chain of command to the proper official.

X. FRINGE BENEFITS

A. All permanent and provisional employees shall be enrolled in the U.S. Healthcare/Aetna (HMO), including benefits for spouse and family as specified in the company's tariff.

B. It is understood by the Association that the Township may change over to the New Jersey State Health Benefits Plan during the course of this contract. The Association shall not oppose such change, or any other change, provided the plan's benefits are substantially the same or better than the New Jersey State Health Benefits Plan proposed in October, 2001.

C. Only full time employees are eligible for membership in the Delta Dental Plan of New Jersey with 80/20 coverage paid by the employer. If the Township seeks to change the dental plan, the new plan must be equivalent or better than the plan now in effect.

D. All permanent employees are eligible for membership in the Police and Fireman's Retirement System and group life insurance available according to New Jersey Department of Personnel regulations.

E. Any member of the Association who is disabled or retires after (20) years of service to the Township of Edgewater Park, shall have the opportunity to remain in the Medical Insurance Plan. The first (7) seven years will be paid by the employer at the rate of 80% with the remaining 20% to be paid by the retiree.

F. All members of the Association who attend police related college courses will receive \$10.00 per college credit per year, paid in the first pay period of November.

G. The Township will pay for uniform cleaning for all members of the Association. This will be paid directly to the dry cleaners performing this service.

H. The Police Detective will also receive a clothing allowance of \$500.00 per year, as needed and as determined by the Chief of Police or Public Safety Director.

I. The Township will pay all Fraternal Order of Police (FOP) yearly dues and the full cost of the FOP Legal Defense Fund for all members of the Association.

J. All members of the Association will be allowed to attend one training school per year, as scheduled by the Chief of Police or Public Safety Director.

K. All members of the Association will receive a yearly membership to the Crossroads Range in Pennsauken. All membership dues to be paid by the Township.

L. All members of the Association will be reimbursed up to \$200.00 per year for prescription eyeglasses.

M. All members of the Association will be reimbursed up to \$125.00 per year for work footwear (shoes/boots, etc.).

XI. HOLIDAYS

A. Official holidays for employees shall be in accordance with Township Ordinance to the effect that all State employee holidays shall be holidays of Edgewater Park Township Employees, including:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Christmas Day

B. Due to the emergency nature of work performed by the Association members these personnel shall work schedules devised by the Chief of Police/Public Safety Director or his designate. They shall receive one cash payment for all holidays granted during the year at the first payday in the month of November.

C. The official holidays for the Township of Edgewater Park shall be as authorized by State Law and/or by the Civil Service Commission, with the approval of the Governor, and shall be allowed as days off, with pay, in accordance with Section 4:1-18.3 of the New Jersey Administrative Code as supplemented and amended.

XII. ANNUAL VACATION

A. Annual vacation shall be according to the following schedule:

Zero through one year of service - one working day for each month
1 through 5 years of service - 12 working days
5 through 12 years of service - 15 working days
12 through 20 years of service- 20 working days
20 years of service or more - 25 working days

B. Vacation shall be cumulative into the next year from the year of issuance and all time accrued for more than two (2) years shall be forfeited.

C. In the event that vacation days fall into a forfeitable classification due to action on the part of the employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.

D. All vacation requests must be submitted to the immediate supervisor for approval by the Chief of Police/Public Safety Director or his designate two (2) weeks before the vacation is to start.

E. Vacation scheduling is subject to employee seniority at all times.

F. Any employee who is laid off, retired or separated from the service of the employer shall be compensated for his or her unused vacation time accrued as of date of separation.

G. Department Heads will maintain a file of vacation days used and time remaining, such file available for inspection by each employee.

H. If an employee wishes not to use two (2) weeks vacations, the Township will give them the week's pay.

XIII. SICK LEAVE

A. Sick leave shall be in accordance with Edgewater Park Township Personnel Code 2:8-13C.

1. As used in this subsection, "Sick Leave" shall mean paid leave that may be granted any employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part time and temporary employees are not eligible for sick leave.

2. Sick leave with pay will be allowed provided that the employee provides satisfactory proof of his illness or disability or a licensed physician's certificate as herein provided and notifies his supervisor of his illness, provided further that the employee's illness or disability is, in the opinion of a physician of the Township's choice, the result of events or acts beyond the employee's control.

3. Sick leave shall be computed on the basis of the applicable rules and regulations of Civil Service (Dept. of Personnel) and those employees who are not filling Civil Service positions shall never the less for the purpose of sick leave only have their sick leave computed pursuant to the Civil Service Rules and Regulations.

B. Unused sick leave shall be cumulative from year to year.

C. All employees hired prior to 10/1/99 upon retirement or laid off will receive seventy-five Percent (75%) of their accumulative sick days. The total amount received by the employee may not exceed \$25,000.

All employees hired after 10/1/99 upon retirement or laid off will receive seventy five percent (75%) of their accumulative sick days. The total amount received by the employee may not exceed \$10,000.00

All employees will be eligible to receive an annual payment for unused sick leave at the option of the employee on the following basis to be paid on the last pay day of the year.

Accumulated Days:

Less than 100

Up to 5 days of current year's accumulation, at 75%.

101 to 150

Up to 10 days of current year's accumulation, at 75%.

151 and up

Up to 15 days of current year's accumulation, at 75%.

D. Employees receiving sick time benefits at time of retirement shall cease to receive such benefits and will receive payments for one-half (1/2) of the remaining sick time.

E. All members of the Association calling in sick must do so at least four (4) hours before his or her schedule shift.

F. Department heads will maintain a file of sick days used and time remaining; such files will be available for inspection by each employee.

G. If an Association member is unable to perform his or her regular duties due to a non-work related injury, he or she may, with approval of the Chief of Police/Public Safety Director or his designate, do clerical work, or any other duties assigned or take vacation leave.

H. Sick leave incentive - if less than four (4) sick days are used in a full year, the Township will give two (2) additional personal days to be used the following year. If no sick days are used in a full year, the Township will give the employee a thousand dollar (\$1000.00) saving bond.

XIV. SUPPLEMENTAL SALARY PAYMENTS

A. Supplemental salary payments will be based on each employee's anniversary date with the Department. The amount of supplemental salary payments will be determined by the number of continuous years of service with the Department. Supplemental salary will be paid in the following amount:

6 years through 10 years	3%
11 years through 15 years	4 1/2%
16 years through 20 years	5 1/2%
21 years and over	6%

B. The supplemental salary payment will be based on the base salary only. The supplemental salary computation as set forth above will be non-cumulative, i.e., a police employee with sixteen (16) years of service or over would receive 5 1/2% supplemental salary. Payments shall be determined by the anniversary of the month of the date of the employee's hiring. The above supplemental salary shall be payable as part of the employee's bi-weekly pay.

C. Employees hired after 10/1/99 shall not receive the supplemental salary payments set forth in the paragraphs above.

XV. FALSE ARREST AND LIABILITY INSURANCE

Each employee of the police department shall be insured against false arrest or liability suits up to one million (\$1,000,000.00) dollars paid for by the Township.

XVI. SENIORITY

A. Seniority is defined as the accumulated length of continuous service with the employer computed from the date of hiring.

B. An employee's length of service shall not be reduced by the time lost due to authorized leave of absence for a bona fide illness or injury certified by a physician not in excess of six (6) months. In all cases of promotion, demotion, lay-off, recall, vacation schedule and other situations, where substantial, the employee with the greatest amount of seniority shall be given preference provided that he is qualified to fill the requirement of the job classification and to perform the work involved.

XVII. TERMINATION

A. This Agreement shall be effective upon the passage of a resolution by the Township Committee directing the Mayor and the Township Clerk to execute the Agreement and shall remain in full force and effect until the 31st day of December 1992. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing , ninety (90) days prior to expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiation and until such notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

C. Notice of renegotiation of this Agreement shall be specific as to which topics and subjects, the entire Agreement need not be renegotiated if one or more specific items are to be negotiated.

XVIII. MINIMUM MAN SHIFT

Effective on the date of the execution of this Agreement there shall be established a minimum operational force within the department. The minimum operational force shall consist of 1 Chief, 1 Captain, 1 Lieutenant, 2 Sergeants and 8 Patrolman and the minimum operational force shall be maintained by the township of Edgewater Park to the best of its ability. In each eight (8) hour shift, the Township will maintain a minimum force of two (2) members of the Department. In the event of resignations, the Township of Edgewater Park shall make every effort to fill the vacancies in accordance with the Civil Service requirements at the earliest date possible. Absence from the force due to vacations or illness shall not be considered in the reduction of the minimum operational force.

XIX. SALARY CONSOLIDATION

Any employee, (1) one year prior to retirement, may request in writing to the Township Administrator, that his/her benefits (holiday and college credit pay) be added to his/her base salary. Unless otherwise dictated by the New Jersey Division of Pensions, in which the retiring employee may have his/her benefits added at an earlier date.

XX. OVERTIME

A. An emergency warranting overtime shall exist in accordance with the definition of emergency in N.J.S.A. 40A:14-134. The determination of an emergency warranting overtime shall be within the sole discretion of the Chief of Police/Public Safety Director.

B. An officer who is required to work because of an emergency in excess of eight (8) hours in any one day or forty (40) hours in any pay week shall be compensated at time and a half.

C. Only straight time hours worked and vacation time approved by the Chief of Police/Public Safety Director shall go towards the forty (40) hour workweek.

D. Except in cases of emergency, an employee shall not be required to work in excess of twelve (12) hours in any twenty-four (24) hour period, which extreme emergency shall be determined in the sole discretion of the Chief of Police/Public Safety Director.

E. Voluntary exchange of days or hours between or among members of the Department shall not cause the payment of overtime or compensatory time as herein provided.

F. Each officer working overtime shall submit to the Chief of Police/Public Safety Director a statement of overtime hours worked and a brief description of the duties performed on a weekly basis on the approved form.

G. Detective division will receive time and a half for all overtime.

H. Lieutenant will receive time and a half for overtime.

XXI. SEVERABILITY AND SAVINGS

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, State or Federal law, or Civil service Rules, that portion declared to be inoperative shall be excised from the Agreement and the remainder of the Agreement shall remain in full force and effect. The contract stipulation shall supersede Federal and State Law and Civil Service operating rules and procedures.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this 10 day of April 20 02.

TOWNSHIP OF EDGEWATER PARK

BY: Maurice McBrearty
MAYOR

ATTEST:

Linda M. Ghera
TOWNSHIP CLERK

EDGEWATER PARK POLICE ASSOCIATION

MC
PRESIDENT

Steve
VICE-PRESIDENT